

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MARSH USA, INC., a Delaware corporation; and MARSH & MCLENNAN COMPANIES, INC., a Delaware corporation,

Plaintiffs,

vs.

CHAD W. KARASAKI,

Defendant.

CIVIL NO. 08 Cv. 4195 (JGK)

DECLARATION OF LEA S.
UEHARA

DECLARATION OF LEA S. UEHARA

I, LEA S. UEHARA, declare:

1. I am the Office Administrator and Finance Analyst at Plaintiff Marsh USA Inc.'s ("Marsh's") Honolulu, Hawaii office.

2. I make this declaration based on my personal knowledge, and based on my review of Marsh's business records in my capacity as Office Administrator and Finance Analyst, and would be competent to testify on the matters stated herein.

3. Marsh provided Defendant Chad W. Karasaki ("Karasaki") with a charity budget of over \$122,000.00 in 2006 and over \$91,000.00 in 2007. That money was used to sponsor various charity events and dinners, including

high-profile events such as the Sony Open and the PGA Grand Slam of Golf. Karasaki personally attended those events.

4. Marsh also provided Karasaki with a travel and entertainment expense account, which totaled over \$34,000.00 between August 2007 and March 2008.

5. Attached hereto as Exhibit "A" is a true and correct copy of a letter submitted to me from Karasaki and addressed to Gregg Carpenter dated March 12, 2008. Among other things, the letter states that Karasaki is "revising" his date of resignation from March 20, 2008 to March 11, 2008.

6. From March 17, 2008 to the present, at least nineteen (19) Marsh clients which were either serviced directly by Karasaki and for whom Karasaki served as account executive prior to his departure from Marsh on March 10, 2008, or which were supervised and/or indirectly serviced by Karasaki prior to his departure from Marsh but for whom Janet Ng ("Ng"), Francis Wirt ("Wirt"), and Jeff Case ("Case") served as account executives prior to their respective resignations and departures from Marsh on March 18, 2008 to join Aon Risk Services, Inc. of Hawaii ("Aon"), notified Marsh of their decision to move their business from Marsh to Aon. The following table identifies these clients, as well as the approximate years in which they first became clients of Marsh:

NAME OF CLIENT	MARSH CLIENT SINCE
Albert C. Kobayashi	1986
Allied Builders	1986
Arisume Brothers Inc.	1994
Beachside Roofing	2002
Case Lombardi Pettit	2003
Castle & Cooke	1995
Coastal Construction Company	1985
Commercial Plumbing Inc.	1997
Don's Makiki Service Inc.	2004
Maryl Group Inc.	1997
MNS d/b/a ABC Stores	1982
Mitsunaga Construction	1986
Niking Corporation	1985
Oceanic Companies	2000
PAMCO Insurance	2005
RMY Construction	2005
Stanford Carr Development	2005
Steeltech Inc.	1986
Yamada Consolidated Inc.	1999

7. Many of the clients set forth above advised Marsh that they were moving their accounts to Aon after Marsh's counsel sent cease and desist letters to Karasaki, Ng, Wirt and Case on March 25, 2008, and after a lawsuit was commenced by Marsh against Karasaki in the United States District Court for the District of Hawaii.

8. Marsh's files, which I access and/or maintain in the ordinary course of my employment with Marsh, reflect that the following individuals were employed by Marsh for the following periods of time before their resignation in March 2008:

Chad Karasaki, 22 years.

Janet Ng, 3 years.

Francis Wirt, 7 years.

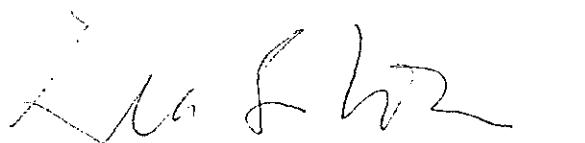
Jeff Case, 19 years.

Marcus Kim, 12 years.

9. At the time Karasaki announced his resignation from Marsh, Marsh's Hawaii office had a total of approximately 36 employees. Of that total, eleven (11) were broking professionals (including Office Head, Department Head, Client Executives, Client Advisors, Placement Specialist, and Bond Manager), and twelve (12) were Client Representatives, who are professional level employees who work directly under and assist the broking professionals.

This declaration is made upon personal knowledge and is filed pursuant to 28 U.S.C. § 1746(2). I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 30, 2008 at Honolulu, Hawaii.



LEA S. UEHARA

MARSH USA INC. ET AL. v. CHAD W. KARASAKI (SDNY);
DECLARATION OF LEA S. UEHARA

EXHIBIT A

03/12/2008 11:51 8082663304

THE UPS STORE

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3/12/08

Chad W. Karasaki
307 Hamakua Drive
Kailua, Hawaii 96734

Gregg K. Carpenter
Managing Director
Marsh
777 South Figueroa Street
Los Angeles, CA 90017

Dear Gregg:

My original letter of resignation which was dated 3/6/08 provided two week notice for the Firm.

Subsequent to that, you requested that I give you 24 hours to provide a counter, to which I complied.

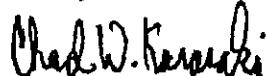
Subsequent to the counter, which was not accepted, I formally tendered my written notice of resignation, and you requested that I stay in the office until your arrival on Monday March 10, to which I complied.

When we met in my office the morning of the 10th, you confirmed that you accepted my letter of resignation, but I would continue to be an employee of the Firm through 3/20/08, the end of my notice period. Following a brief meeting with the staff, you dismissed me from the premises.

I called Mike Kelly in the afternoon of 3/10/08, to confirm the continuity of my benefits through the end of the notice period. He in turn referred me to Mara Malinowsky of Marsh human resources, who informed me that consistent with a longstanding Corporate policy, all of my employee benefits were cut off at midnight 3/11/08 the end of the day I was dismissed from the premises.

In light of this circumstance, and the fact that I cannot afford to have any non concurrency in critical area of life insurance, disability insurance etc., I am revising my resignation to be effective 3/11/08, the same date Marsh terminated my employee benefits.

Sincerely,



Chad W. Karasaki